

Andrew Diamond (7126)
Sacks and Sacks, Esqs.
Attorneys for Creditors/Plaintiffs
Anthony Golia III, Linda Golia
And Linda Golia as guardian
of Anthony Golia IV, an infant
under the age of 18, and Linda
Golia as guardian of Nicholas Golia
an infant under the age of 18

150 Broadway
New York, New York 10038
(212) 964-5570

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----x Hearing Date: 1/09/000
In Re

RANDALL'S ISLAND FAMILY GOLD
CENTERS, et al.

Time: 10:00 a.m.
Chapter 11

Hon. Stuart M. Bernstein

Debtors,

-----x Case Nos. 00 B 41065 (SMB)
through 00 B 411196

**MOTION FOR RELIEF FROM THE AUTOMATIC STAY
PURSUANT TO RULE 4001 AND 11 U.S.C. SECTION 362 (d)**

TO THE HON. STUART M. BERNSTEIN
UNITED STATES BANKRUPTCY JUDGE:

NOW COMES Anthony Golia III, Linda Golia, and Linda Golia as Guardian of Anthony Golia IV and Nicholas Golia, infants under the age of 18, through their attorneys, SACKS AND SACKS, ESQS. for an Order modifying the automatic stay pursuant to 11 U.S.C. §362(d) and Bankruptcy Rule 4001 lifting the stay against the Debtors and Debtors-in-Possession in the above-captioned matter so that the Creditors/Plaintiffs may proceed with their negligence action against the Debtors and Debtors-in-Possession which is currently pending in the Supreme Court of the State of New York, County of Westchester, under Index No. 9152/00, and

In the event any moneys are awarded to the Creditors/Plaintiffs as a result of their personal injury actions, the Creditors/Plaintiffs agree and consent to be limited in collection of said moneys from all existing insurance policy proceeds covering Debtors and Debtors-in-Possession with regard to the negligence action, and

For such other and further relief as this Court deems just and proper.

PLEASE TAKE NOTICE that answering affidavits, if any, are required to be served upon the undersigned at least five days prior to the hearing date.

Dated: December 26, 2000
New York, New York

SACKS AND SACKS, ESQS.
Attorneys for Plaintiff(s)
Office & P.O. Address:
150 Broadway - 4th Floor
New York, New York 10038
(212) 964-5570

TO:

AHMUTY, DEMERS & MCMANUS
Attorneys for Defendants
200 I.U. Willets Road
Albertson, N.Y. 11507
(516) 294-5433

O'CONNOR, McGUINNESS, CONTE,
DOYLE & OLESON
Attorneys for Defendants
One Barker Avenue
White Plains, N.Y. 10601
(914) 948-4500

Andrew Diamond (7126)
Sacks and Sacks, Esqs.
Attorneys for Creditors/Plaintiffs
Anthony Golia III, Linda Golia
And Linda Golia as guardian
of Anthony Golia IV, an infant
under the age of 18, and Linda
Golia as guardian of Nicholas Golia
an infant under the age of 18

150 Broadway
New York, New York 10038
(212) 964-5570

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----x Hearing Date: 1/09/000

In Re

RANDALL'S ISLAND FAMILY GOLD
CENTERS, et al.

Time: 10:00 a.m.
Chapter 11

Hon. Stuart M. Bernstein

Debtors,

AFFIRMATION

Case Nos. 00 B 41065 (SMB)
through 00 B 411196

-----x

ANDREW R. DIAMOND, ESQ., an attorney duly admitted to practice law in the State of New York and before this Court, affirms the following to be true under the penalties of perjury:

1, I am an associate with the Law Firm of Sacks and Sacks the attorneys for the Creditors/Plaintiffs herein and am fully familiar with the facts and circumstances of this application.

2. I submit this affirmation in support of the Creditors/Plaintiff's to lift the stay against the Debtors and Debtors-in-Possession in the above-referenced bankruptcy action so that Creditors/Plaintiffs may proceed with their personal injury action which is now pending in the Supreme Court of Westchester County.

3. This motion stems from an accident that occurred on the 5th day of July 1999 when the Plaintiffs were at the family golf center miniature course, Randall's Island Family Golf Centers, Inc., when Anthony Golia IV was electrocuted while attempting to retrieve a ball that fell into a pond on the course. As a result of same, Anthony Golia, IV sustained severe injuries, as did his parents and brother Nicholas Golia. Indeed at one point Anthony stopped breathing and his parents had to administer CPR in order to save his life. Accordingly, an action was commenced against the Yorktown Golf Health Center and other entities on June 12, 2000. (Annexed hereto as Exhibit #1 is a copy of the Summons and Complaint). On August 18, 2000, Kenneth Sacks from our office received a letter from O'Connor, McGuiness, Conte, Doyle & Oleson who are handling the defense of Yorktown Family Golf Center. Pursuant to said correspondence, our office was advised for the first time of the automatic stay which had been effective since May 4, 2000. Subsequent to receiving this information, Kenneth Sacks from our office corresponded with the bankruptcy attorneys on August 22, 2000, October 2, 2000, November 6, 2000 and November 13, 2000 in order to enter into a stipulation to remove the automatic stay up to the amount of coverage afforded to the bankrupt defendant. (Annexed hereto as Exhibit 2 are the aforementioned letters). Despite numerous attempts to have the stay lifted by way of stipulation with the attorneys for the Debtors, and Debtors in Possession, several attempts have been unsuccessful necessitating the within relief.

4. The Debtors and Debtors-in-Possession, as well as other defendants in this action, are covered by insurance by St. Paul's Insurance Company the amount of which is \$1,000,000.00 primary with an umbrella excess policy for an additional \$5,000,000.00. Accordingly, the Creditors/Plaintiffs herein request the stay be lifted so that Plaintiffs may proceed in Supreme Court, Westchester County against the Debtors to the extent of said insurance policy.

5. To the extent that a judge or jury determines that the Creditors/Plaintiffs claims against the Debtors/Debtors in Possession exceeds the amount of the insurance policy limits than the movant will file claim in this Court and be treated as any other unsecured creditor or judgment creditor as the case may be.

WHEREFORE, it is respectfully requested that an order be entered:

(1) Pursuant to 11 U.S.C. §362(d) and Bankruptcy Rule 4001 lifting the stay against the debtors and debtors in possession in the above-captioned matter so that the Creditors/Plaintiffs may proceed with their negligence action against the debtors and debtors in possession which is currently pending in the Supreme Court of the State of New York, County of Westchester, under Index Number 9152/00, and

(2) In the event any moneys are awarded to the Creditors/Plaintiffs as a result of their action, the Creditors/Plaintiffs shall be entitled to collect said moneys, and said creditors/plaintiffs agree and consent to be limited in collection of said moneys from any and all existing primary, umbrella, excess and other insurance policies covering Debtors and Debtors in Possession what regard to the negligence action, and

(3) For such other and further relief as this Court deems just and proper.

Dated: New York, New York
December 26, 2000


ANDREW R. DIAMOND (7/26)

Andrew Diamond (7126)
Sacks and Sacks, Esqs.
Attorneys for Creditors/Plaintiffs
Anthony Golia III, Linda Golia
And Linda Golia as guardian
of Anthony Golia IV, an infant
under the age of 18, and Linda
Golia as guardian of Nicholas Golia
an infant under the age of 18

150 Broadway
New York, New York 10038
(212) 964-5570

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
In Re

RANDALL'S ISLAND FAMILY GOLD
CENTERS, et al.

Debtors,

Chapter 11

Hon. Stuart M. Bernstein

Case Nos. 00 B 41065 (SMB)
through 00 B 411196

-----X Presentment Date:

**ORDER GRANTING RELIEF FROM
THE AUTOMATIC STAY**

Upon the Notice of presentment of Proposed Order Granting Relief from the automatic stay and the Motion of the Creditors/Plaintiffs, Anthony Golia III, Linda Golia, and Linda Golia as Guardian of Anthony Golia IV and Nicholas Golia, infants under the age of 18, dated December 22, 2000 with exhibits attached thereto, and Proof of Service upon the Trustee, United States Trustee, Debtors/Debtors-in-Possession, Debtor's Attorney, the Creditor's and the Creditor's attorney; and there being no filed opposition to said motion, it is hereby

ORDERED, that the motion of the Credits/Plaintiffs is granted as more fully set forth below, and

- (1) Pursuant to 11 U.S.C. §362(d) and Bankruptcy Rule 4001 the automatic stay shall be deemed to have been modified so that the Creditors/Plaintiffs may proceed with their negligence action against the Debtors and Debtors-in-Possession which is currently pending in the Supreme Court of the State of New York, County of Westchester,
- (2) In the event any moneys are awarded to the Creditors/Plaintiffs as a result of their action, the Creditors/Plaintiffs shall be entitled to collect said moneys and said creditors/plaintiffs agree and consent to be limited in collection of said moneys from any and all exiting insurance proceeds covering debtors and debtors in possession with regard to the negligence action.

Dated: New York, New York
January , 2001

Hon. Stuart M. Bernstein
United States Bankruptcy Judge

E N T E R,

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

-----X
ANTHONY GOLIA, III, LINDA GOLIA and
LINDA GOLIA as guardian of
ANTHONY GOLIA, IV, an infant under the
Age of 18 and LINDA GOLIA as guardian
Of NICHOLAS GOLIA, an infant under the
Age of 18,

Plaintiff,

-against-

THE TOWN OF YORKTOWN, YORKTOWN FAMILY
GOLF CENTER, P & M ELECTRIC and
SKYCON CONSTRUCTION CO., INC.,

Defendants.
-----X

To the above named Defendants:

SUMMONS

INDEX NO.:

*Plaintiff designates
WESTCHESTER County as the
place of trial*

*The basis of venue is: Defendants
Principal place of business*

*Plaintiffs reside at:
Mr. & Mrs. Golia
P.O. Box 669
Baldwin Place, New York*

*You are hereby summoned to answer the complaint in this action and to
serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of
appearance, on the Plaintiff's Attorney(s) within 20 days after the service of this summons, exclusive of
the day of service (or within 30 days after the service is complete if this summons is not personally
delivered to you within the State of New York); and in case of your failure to appear or answer, judgment
will be taken against you by default for the relief demanded in the complaint.*

*Dated, NEW YORK, NEW YORK
June 12, 2000*

SACKS AND SACKS, ESQS.

By: 

KENNETH SACKS, ESQ.
Attorney(s) for Plaintiff
Office and Post Office Address
150 Broadway, 4th Floor
New York, New York 10038
(212) 964-5570

Defendants' Address:
THE TOWN OF YORKTOWN
TOWN HALL
363 Underhill Road
Yorktown Heights, New York

SKYCON CONSTRUCTION CO., INC.
5 Micole Court
Dix Hills, New York 11746

YORKTOWN FAMILY GOLF CENTER
c/o Dominic Hang Company
225 Broadhollow Road
Melville, New York

P & M ELECTIC
1775 Front Street
Yorktown Heights, New York

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER**

-----X
ANTHONY GOLIA, III, LINDA GOLIA and
LINDA GOLIA as guardian of
ANTHONY GOLIA, IV, an infant under the
Age of 18 and LINDA GOLIA as guardian
Of NICHOLAS GOLIA, an infant under the
Age of 18,

Plaintiff,

-against-

THE TOWN OF YORKTOWN, YORKTOWN FAMILY
GOLF CENTER, INC., P & M ELECTRIC and
SKYCON CONSTRUCTION CO., INC.,

Defendants.
-----X

VERIFIED COMPLAINT

INDEX NO.:

Date purchased:

Plaintiffs, complaining of the defendant, by their attorneys,

SACKS & SACKS, ESQS., respectfully allege as follows:

**AS AND FOR A FIRST CAUSE OF ACTION ON BEHALF
OF PLAINTIFF, LINDA GOLIA, AS NATURAL GUARDIAN
FOR ANTHONY GOLIA, IV, AN INFANT UNDER THE AGE OF 18**

FIRST:

That at all times herein mentioned, **The Town Of Yorktown**,
was and still is a municipal corporation duly organized and existing under and by virtue of the
laws of the State of New York.

SECOND:

That pursuant to general municipal law 50-E, on the 20th day
of September, 1999, and within ninety days after the claim herein sued upon arose, plaintiff's
caused a Notice of Claim, sworn to and signed in writing to be served, setting forth the time
when, the place where and the manner in which the claim arose so far as impracticable. To
date, the Comptroller for the Town of Yorktown, has not offered any adjustments of said claim.

THIRD:

That pursuant to 50-H of the general municipal law, on February 3, 2000, at the law offices of Grace & Grace, the attorneys designated for the Town of Yorktown, the plaintiff's appeared for a 50-H hearing at which time plaintiff's sworn testimony was taken.

FOURTH:

This claim is being commenced within one year after the accident sued upon accrued.

FIFTH:

That at all times herein mentioned, defendant, **Yorktown Family Golf Center, Inc.**, was and still is a municipal corporation duly organized and existing under and by virtue of the laws of the State of New York.

SIXTH:

That at all times herein mentioned, defendant, **Yorktown Family Golf Center, Inc.**, was and still is the owner of the **Yorktown Family Golf Center** located at 2710 Lexington Avenue, in the Town of Yorktown, City and State of New York.

SEVENTH:

That at all times herein mentioned, defendant, **Yorktown Family Golf Center, Inc.**, owned, operated, managed and controlled the aforementioned premises.

EIGHTH:

That at all times herein mentioned, defendant, **SKYCON CONSTRUCTION CO., INC.** was and still is a domestic corporation duly organized and existing under and by virtue of the laws of the State of New York.

NINTH:

That at all times herein mentioned, defendant, **SKYCON CONSTRUCTION CO., INC.**, pursuant to a contract with **Yorktown Family Golf Center**, installed, maintained and inspected all submersible pumps installed at the miniature golf course at the aforementioned premises.

TENTH:

That at all times herein mentioned, defendant, **SKYCON CONSTRUCTION CO., INC., Inc.**, failed to properly construct, maintain and erect the submersible pumps at the miniature golf course.

ELEVENTH: That at all times herein mentioned, defendant, **P & M Electric**, was and still is a domestic corporation duly organized and existing under and by virtue of the laws of the State of New York.

TWELFTH: That at all times herein mentioned, defendant, **P & M Electric**, pursuant to a contract with **Yorktown Family Golf Center, Inc.**, installed all electrical services for the operation of the **Yorktown Family Golf Center**.

THIRTEENTH: That at all times herein mentioned, defendant, **P & M Electric**, improperly installed, operated and maintained the electrical system at the aforesaid jobsite.

FOURTEENTH: That at all times herein mentioned, defendant, **Yorktown Family Golf Center, Inc.**, through its management, retained one "Rich" from the Bronx to perform electrical work which upon information and belief was unlicensed and done without proper authority.

FIFTEENTH: That at all times herein mentioned, defendants were negligent, careless and reckless in failing to insure that all electrical systems and pumps in the ponds at the Golf Center were properly constructed, placed, operated, wired, inspected and maintained; in failing to insure that proper permits were issued by the Town of Yorktown for work being done at the Golf Center; in failing to insure that the submersible pumps installed at the time of the incident were properly constructed, placed and operated; in failing to insure that the ponds at the Golf Center were properly constructed, placed, operated and maintained; in failing to insure that conductors were properly coated and identified; in failing to insure that conductors were properly terminated; in failing to insure that cords were properly secured and terminated; further, in failing to insure that the splice boxes were in proper working order; in failing to insure that conductors were properly fused; in failing to insure that the pond and electrical systems were in accordance with the Electrical Code of the State of New York; further, in failing to insure that the Golf Center was in compliance with the National Electric Code;

further, in failing to insure proper construction and operation of miniature golf ponds; further, failed to obtain a final New York Board of Fire Underwriters Certificate, representing inspection and approval of the original installation of electrical and pumps systems to feed the pond; further, failed to insure that proper permits were issued for additional installation and electrical work, or otherwise generally careless, negligent and reckless in causing the within the incident.

SIXTEENTH: **Linda Golia**, is mother and natural guardian of plaintiff, Anthony Golia, IV, an infant under the age of 18.

SEVENTEENTH: That on the 5th day of July 1999, while infant, **Anthony Golia, IV**, was lawfully upon the aforesaid premises, he was caused to sustain serious and severe injuries.

EIGHTEENTH: That the occurrence as aforesaid was caused as the result of the negligence, carelessness, recklessness, wanton and willful behavior of the defendants, their agents, contractors and employees who were negligent, careless and reckless in the ownership, operation, management and control of the aforesaid premises and that while plaintiff's were playing miniature golf, **Anthony Golia, IV**, reached into a pond on the golf course in order to retrieve a ball and was electrocuted, causing him to fall in the pond, thereby almost drowning, whereby he temporarily stopped breathing, sustaining serious and severe injuries which are permanent in nature and kind; that the aforesaid occurrence was caused by the negligence of the **Town of Yorktown, Yorktown Family Golf Center, Inc., P & M Electric, and Skycon Construction Co., Inc.**, and other contractors, agents and employees, who were negligent, careless and reckless as set forth above.

NINETEENTH: That as a result of the aforesaid occurrence, **Anthony Golia, IV**, was rendered sick, sore, lame and disabled; was caused to miss substantial time from school and has sustained permanent , cognitive, physical and emotional damage which will required extensive medical aid and attention over his lifetime.

TWENTIETH: Plaintiff, **Linda Golia**, as natural guardian of **Anthony Golia**, IV, demands judgment on the first cause of action in the amount of **Twenty Million Dollars (\$20,000,000.00)**.

**AS AND FOR A SECOND CAUSE OF
ACTION ON BEHALF OF ANTHONY GOLIA, III**

TWENTY-FIRST: Plaintiff, **Anthony Golia, III**, repeats and reiterates all allegations contained in the first cause of action numbered "**First**" through "**Seventeenth**" with the same force and effect as if herein fully set forth at length.

TWENTY-SECOND: Plaintiff, **Anthony Golia, III**, was lawfully upon the aforesaid premises on July 5, 1999 and was caused to sustain physical injuries and severe emotional distress as a result of watching his son become electrocuted and unconscious.

TWENTY-THIRD: Plaintiff, **Anthony Golia, III**, was free from contributory negligence.

TWENTY-FOURTH: Plaintiff, **Anthony Golia, III**, demands judgment on the second cause of action in the amount of **One Million Dollars (\$1,000,000.00)**

**AS AND FOR A THIRD CAUSE OF
ACTION ON BEHALF OF LINDA GOLIA INDIVIDUALLY**

TWENTY-FIFTH: Plaintiff, **Linda Golia**, repeats and reiterates all allegations contained in the first cause of action numbered "**First**" through "**Seventeenth**" with the same force and effect as if herein fully set forth at length.

TWENTY-SIXTH: Plaintiff, **Linda Golia** was lawfully upon the aforesaid premises on the 5th day of July 1999.

TWENTY-SEVENTH: As a result of the aforesaid occurrence, plaintiff, **Linda Golia** was caused to sustain physical injuries and severe emotional distress as a result of watching her son, **Anthony Golia, IV**, become electrocuted and unconscious in her presence.

TWENTY-EIGHTH: Plaintiff, **Linda Golia** demands judgment in the amount of **ONE MILLION DOLLARS (\$1,000,000.00).**

**AS AND FOR A FOURTH CAUSE OF
ACTION ON BEHALF OF LINDA GOLIA AS NATURAL
GUARDIAN OF NICHOLAS GOLIA, AN INFANT UNDER THE AGE OF 18**

TWENTY-NINTH: Plaintiff, **Linda Golia**, repeats and reiterates all allegations contained in the first cause of action numbered "**First**" through "**Seventeenth**" with the same force and effect as if herein fully set forth at length.

THIRTIETH: Plaintiff, **Linda Golia**, is the mother and natural guardian of plaintiff, **Nicholas Golia**, an infant under the age of 18.

THIRTY-FIRST: Plaintiff, **Nicholas Golia**, an infant under the age of 18, was lawfully upon the aforesaid premises on the 5th day of July 1999.

THIRTY-SECOND: That at the aforesaid time and place, plaintiff, **Nicholas Golia** was caused to sustain physical injury and severe emotional distress as a result of watching his brother receive electrical shocks and become unconscious in his presence.

THIRTY-THIRD: Plaintiff, **Nicholas Golia**, was free from contributory negligence.

THIRTY-FOURTH: Plaintiff, **Nicholas Golia** has been damaged in the sum of **One Million Dollars (\$1,000,000.00).**

**AS AND FOR A FIFTH CAUSE OF
ACTION ON BEHALF OF PLAINTIFFS**

THIRTY-FIFTH: The plaintiff's herein, repeats and reiterates all allegations contained in the first cause of action numbered "**First**" through "**Seventeenth**" with the same force and effect as if herein fully set forth at length.

THIRTY-SIXTH:

It is alleged that defendant, **Yorktown Family Golf Center**, conduct resulting in the within accident was willful and intentional as contractors were retained who were unlicensed and willfully violated the requirements for proper permits and licensing whereby plaintiffs claim punitive damages solely against **Yorktown Family Golf Center** in the amount of **Fifty Million Dollars (\$50,000,000.00)**.

WHEREFORE, the plaintiff, **Linda Golia**, as natural guardian of **Anthony Golia, IV**, an infant under the age of 18 demands judgment against the defendants herein, on the first cause of action in the sum of **Twenty Million Dollars (\$20,000,000.00)** and on the second cause of action in the sum of **One Million Dollars (\$1,000,000.00)**, and on the third cause of action in the sum of **One Million Dollars (\$1,000,000.00)**, and on the fourth cause of action in the sum of **One Million Dollars (\$1,000,000.00)**, and on the fifth cause of action in the sum of **Fifty Million Dollars (\$50,000,000.00)**, together with the costs and disbursements of this action.


SACKS AND SACKS, ESQS.
Attorneys for Plaintiff(s)
Office & P.O. Address:
150 Broadway - 4th Floor
New York, New York 10038
(212) 964-5570

ATTORNEY'S VERIFICATION BY AFFIRMATION

I, **KENNETH SACKS**, am an attorney duly admitted to practice in the courts of New York State, and say that: I am the attorney of record, or of counsel with the attorney(s) of record, for the plaintiff(s), I have read the annexed **SUMMONS** and **VERIFIED COMPLAINT** know the contents thereof and the same are true to my knowledge, except those matters therein which are stated to be alleged on information and belief, and as to those matters I believe them to be true. My belief, as to those matters therein not stated upon knowledge, is based upon the following: facts, investigations and pertinent data contained in deponent's file.

The reason I make this affirmation instead of plaintiff is because plaintiff(s) reside in a County other than where deponent maintains his office.

DATED: NEW YORK, NEW YORK
JUNE 12, 2000



KENNETH SACKS, ESQ.

Sacks and Sacks
COUNSELORS AT LAW

(212) 964-5570
FAX (212) 349-2141

MELVIN SACKS (1914-1990)
IRA SACKS

150 Broadway, New York, N.Y. 10038

STANLEY SACKS
SCOTT N. SINGER
PETER T. MOYNIHAN*
ANDREW R. DIAMOND*
S. AUSTIN McELROY**
EVAN SACKS*
KENNETH SACKS*
SANFORD M. KONSTADT^Δ
JEFFREY D. SCHULMAN^{ΔΔ}
MITCHEL D. GROTCHE^Δ

*ALSO ADMITTED IN N.J.

**ALSO ADMITTED IN LA.

^ΔALSO ADMITTED IN N.J. & MA.

^{ΔΔ}ALSO ADMITTED IN FL.

November 13, 2000

Chris Caruso, Esq.
Fried, Frank, Harris, Shriver & Jacobson
One New York Plaza
New York, New York 10004

Re: Golia, et al. v. Town of Yorktown, et al.

Dear Mr. Caruso:

Thank you for getting back to me on the Golia matter. As per our conversation, you indicated that your office will be able, in the near future, to enter into a stipulation removing the bankruptcy stay up to the amount of St. Paul's insurance coverage for the jobsite in question. Please be advised, that all our discovery is currently stayed, and it would be appreciated if you could expedite the process and forward a stipulation to the undersigned as soon as possible, so that we may proceed with our action in Westchester County.

I thank you for your courtesy and cooperation herein.

Very truly yours,
SACKS AND SACKS, ESQS.

KENNETH SACKS

KS/jn

Service for two years
First-Class Mail or Priority Mail
International mail
Certified Mail
Registered Mail
Signature Required
Postage and Fees Paid
Sacks and Sacks
Counselors at Law
New York, NY 10038
Permit No. 10038

Sacks and Sacks

COUNSELORS AT LAW

(212) 964-5570

FAX (212) 349-2141

MELVIN SACKS (1914-1990)
IRA SACKS

150 Broadway, New York, N.Y. 10038

STANLEY SACKS
SCOTT N. SINGER
PETER T. MOYNIHAN*
ANDREW R. DIAMOND*
S. AUSTIN McELROY**
EVAN SACKS*
KENNETH SACKS*
SANFORD M. KONSTADT^Δ
JEFFREY D. SCHULMAN^{ΔΔ}
MITCHEL D. GROTCH^Δ

November 6, 2000

*ALSO ADMITTED IN N.J.

**ALSO ADMITTED IN LA.

^ΔALSO ADMITTED IN N.J. & MA.

^{ΔΔ}ALSO ADMITTED IN FL.

Certified Mail

Gary Kaplan, Esq.
Fried, Frank, Harris, Shriver & Jacobson
One New York Plaza
New York, New York 10004

Re: Golia, et al. v. Town of Yorktown, et al.

Dear Mr. Kaplan:

This letter is to follow-up my conversations and prior correspondence with you from August 22, 2000 and October 2, 2000, where I have not even received a courtesy return telephone call.

As previously indicated, my office represents the Golia family as a result of ~~an accident that occurred on July 4, 1999, when Anthony Golia sustained serious~~ personal injuries as a result of being electrocuted at Yorktown Family Golf Center. I have previously served you with the Summons and Complaint, and again reiterate that I had been advised by Susan Bracken that St. Paul Insurance Company has significant primary excess coverage pertaining to the accident in question. I have further been advised by co-plaintiffs that your office has already entered into stipulation removing the bankruptcy stay up to the amount of the insured's proceeds and simply ask that you enter into a similar stipulation to remove the stay on our proceedings up to the amount of coverage afforded Yorktown Golf Center.

It would be appreciated if you would forward the appropriate stipulation upon receipt of this correspondence so we may proceed with pre-trial discovery incidents in Westchester County.

q.
arris, Shriver & Jacobson
of Yorktown

I thank you for your courtesy and cooperation herein.

Very truly yours,

SACKS AND SACKS, ESQS.



KENNETH SACKS

KS/dd

COUNSELORS AT LAW

(212) 964-5570

FAX (212) 349-2141

MELVIN SACKS (1914-1990)
IRA SACKS

150 Broadway, New York, N.Y. 10038

STANLEY SACKS
SCOTT N. SINGER
PETER T. MOYNIHAN*
ANDREW R. DIAMOND*
S. AUSTIN McELROY**
EVAN SACKS*
KENNETH SACKS*
SANFORD M. KONSTADTΔ
JEFFREY D. SCHULMANΔΔ

*ALSO ADMITTED IN N.J.

* * ALSO ADMITTED IN LA.

^ΔALSO ADMITTED IN N.J. & MA.

ΔΔ ALSO ADMITTED IN FL.

October 2, 2000

CERTIFIED MAIL- R.R.R.

Freed, Frank, Harris, Shriver & Jacobson
One New York Plaza
New York, New York 10004
Attn.: Gary Kaplin, Esq.

Re: Golia v. Yorktown Family Golf

Dear Mr. Kaplin:

This letter is a follow-up as per my correspondence dated August 22, 2000 (copy enclosed herewith). As previously indicated, our office represents the Golia family as a result of an accident whereby Anthony Golia was electrocuted and sustained severe injuries. I have previously served you with the Summons and Complaint, and have been advised by Suzanne Bracken that St. Paul Insurance has significant primary and excess coverage pertaining to the accident in question. Accordingly, it would be appreciated if you would enter into a Stipulation to remove the stay on our proceedings up to the amount of the primary and all excess coverage policies for Yorktown Golf Center.

I would appreciate being contacted upon receipt of this correspondence.

Very truly yours,
SACKS & SACKS

KENNETH SACKS, ESQ.

KS:jn

Endorse mailpiece "Return Receipt" to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the duplicate return receipt, a USPS postmark on your Certified Mail receipt is required.

July 1995 (Rev.)
This document is to be used to verify the name and address of the party by means of the article by means of the article. Endorse front of article. Verify on the front of the envelope, or to an authorized person.

Sacks and Sacks

COUNSELORS AT LAW

(212) 964-5570

FAX (212) 349-2141

MELVIN SACKS (1914-1990)
IRA SACKS

150 Broadway, New York, N.Y. 10038

STANLEY SACKS
SCOTT N. SINGER
PETER T. MOYNIHAN*
ANDREW R. DIAMOND*
S. AUSTIN McELROY**
EVAN SACKS*
KENNETH SACKS*
SANFORD M. KONSTADTΔ
JEFFREY D. SCHULMANΔΔ

*ALSO ADMITTED IN N.J.

**ALSO ADMITTED IN LA.

ΔALSO ADMITTED IN N.J. & MA.

ΔΔALSO ADMITTED IN FL.

August 22, 2000

Freed, Frank, Harris, Shriver
& Jacobson
One New York Plaza
New York, New York 10004

Attn.: Gary Kaplin, Esq.

Re: Golia v. Yorktown Family Golf

Dear Mr. Kaplin:

As per our conversation, please be advised that our office represents the Golia family out of an accident that occurred on July 5, 1999 at Yorktown Family Golf Center, whereby, Anthony Golia was electrocuted and sustained severe cognitive loss as a result of the accident in question. An action has been commenced in Westchester County by the family members and on behalf of Anthony Golia, individually for the damages sustained. On August 18, 2000, I learned of the automatic stay through the third-party attorney, O'Connor, McGuinness, Conte, Doyle, & Oleson. Accordingly, I enclose herewith a copy of the Verified Complaint served in the action. Kindly advise as to the primary and excess coverage on this matter that is held by St. Paul Insurance Company located at 2500 Westchester Avenue, Purchase, New York 10577. Accordingly, it would be appreciated if you would enter into a stipulation to remove the stay on our proceedings up to the amount of the coverage afforded Yorktown Golf Center.

Kindly contact the undersigned upon receipt of this letter.

I thank you for your courtesy and cooperation herein.

Very truly yours,

A handwritten signature in dark ink, appearing to be 'KS' followed by a stylized flourish.

KENNETH SACKS, ESQ.

KS:ms